

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WPIX, Inc.,
WNET.ORG,
AMERICAN BROADCASTING COMPANIES, INC.,
DISNEY ENTERPRISES, INC.,
CBS BROADCASTING INC,
CBS STUDIOS INC.,
THE CW TELEVISION STATIONS INC.,
NBC UNIVERSAL, INC.,
NBC STUDIOS, INC.,
UNIVERSAL NETWORK TELEVISION, LLC,
TELEMUNDO NETWORK GROUP LLC,
NBC TELEMUNDO LICENSE COMPANY,
OFFICE OF THE COMMISSIONER OF BASEBALL,
MLB ADVANCED MEDIA, L.P.,
COX MEDIA GROUP, INC.,
FISHER BROADCASTING-SEATTLE TV, L.L.C.,
TWENTIETH CENTURY FOX FILM
CORPORATION,
FOX TELEVISION STATIONS, INC.,
TRIBUNE TELEVISION HOLDINGS, INC.,
TRIBUNE TELEVISION NORTHWEST, INC.,
UNIVISION TELEVISION GROUP, INC.,
THE UNIVISION NETWORK LIMITED
PARTNERSHIP,
TELEFUTURA NETWORK,
WGBJ EDUCATIONAL FOUNDATION,
THIRTEEN,
And PUBLIC BROADCASTING SERVICE,

Plaintiffs,

v.

ivi, Inc. and Todd Weaver,

Defendants.

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Case No. 1:10-cv-~~7532~~-NRB
7415

~~PROPOSED~~ STIPULATED CONSENT JUDGMENT
AND PERMANENT INJUNCTION

WHEREAS, on September 20, 2010, ivi, Inc. ("ivi") filed in the United States District
Court for the Western District of Washington a Complaint for Declaratory Judgment of

Copyright Noninfringement against Fisher Communications, Inc.; NBC Universal, Inc.; CBS Broadcasting, Inc.; The CW Television Stations, Inc.; Disney Enterprises, Inc.; Fox Television Stations, Inc.; Major League Baseball; Twentieth Century Fox Film Corporation; WGBH Educational Foundation; and WNET.org (the “ivi Declaratory Action”); and

WHEREAS, on September 28, 2010, WPIX, Inc.; WNET.org; American Broadcasting Companies, Inc.; Disney Enterprises, Inc.; CBS Broadcasting Inc.; CBS Studios Inc.; The CW Television Stations Inc.; NBC Universal, Inc.; NBC Studios, Inc.; Universal Network Television, LLC; Telemundo Network Group LLC; NBC Telemundo License Company; Office of the Commissioner of Baseball; MLB Advanced Media, L.P.; Cox Media Group, Inc.; Fisher Broadcasting-Seattle TV, L.L.C.; Twentieth Century Fox Film Corporation; Fox Television Stations, Inc.; Tribune Television Holdings, Inc.; Tribune Television Northwest, Inc.; Univision Television Group, Inc.; The Univision Network Limited Partnership; Telefutura Network; WGBH Educational Foundation; THIRTEEN; and Public Broadcasting Service initiated the above-captioned action asserting claims of copyright infringement against ivi, Inc. and Mr. Todd Weaver (the “Defendants”) arising from Defendants’ operation beginning on or about September 13, 2010 of the service offered at www.ivi.tv (“ivi Service”); and

WHEREAS, on January 18, 2011, the Western District of Washington court dismissed the ivi Declaratory Action as an improper anticipatory action; and

WHEREAS, on February 22, 2011, the United States District Court for the Southern District of New York, the Honorable Naomi Reice Buchwald, presiding, entered a preliminary injunction against Defendants and their officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them, enjoining them from infringing by any means, directly or indirectly, any of Plaintiffs’ exclusive rights under section 106 (1)-(5) of

the Copyright Act, including, but not limited to, through the streaming over mobile telephone systems and/or the Internet of any of the broadcast television programming in which any Plaintiff owns a copyright; and

WHEREAS, on August 27, 2012, the United States Court of Appeals for the Second Circuit entered an order and written opinion affirming the preliminary injunction entered by the Southern District of New York court; and

WHEREAS, on December 21, 2012, Defendants filed a petition for a writ of certiorari asking the Supreme Court of the United States to review the August 27, 2012 decision of the United States Court of Appeals; and

WHEREAS, on March 18, 2013, the Supreme Court of the United States denied certiorari; and

WHEREAS, the Parties have reached agreement for resolution of this action, the terms and conditions of which are set forth in the document entitled "Settlement Agreement," dated as of October 1, 2013 (the "Settlement Agreement"); and

WHEREAS, the Parties' Settlement Agreement is conditioned upon entry by the Court of a stipulated consent judgment and permanent injunction and the continuing jurisdiction of the Court on the terms and conditions set forth herein;

THEREFORE, the Parties stipulate and agree that this Court has jurisdiction to enter a stipulated consent judgment and permanent injunction on the following terms and conditions and that the Court shall have continuing jurisdiction for purposes of enforcing this consent judgment and permanent injunction and the Parties' Settlement Agreement, and request that the Court enter the attached [Proposed] Consent Judgment and Permanent Injunction Pursuant to Stipulation ("Stipulated Consent Judgment and Permanent Injunction").

IT IS SO STIPULATED.

Respectfully submitted,

By: 

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Counsel for Defendants

Pursuant to the Settlement Agreement reached between Plaintiffs and Defendants, the foregoing stipulation of the Parties, and for good cause shown, the Court hereby enters the following Stipulated Consent Judgment and Permanent Injunction:

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

1. Defendants, their affiliated companies, and all of their officers, directors, agents, servants, and employees, and all natural and corporate persons in active concert or participation or in privity with any of them (collectively, the “Enjoined Persons”) ARE HEREBY PERMANENTLY RESTRAINED AND ENJOINED from (1) directly or indirectly transmitting or making available to mobile devices or over the Internet, by any means, any audiovisual work in which any Plaintiff owns a copyright, and/or (2) infringing any of Plaintiffs’ exclusive rights under Section 106 (1)-(5) of the Copyright Act in such works.

2. Defendants are liable for damages for infringing Plaintiffs’ exclusive rights under sections 106 (1)-(5) of the Copyright Act, including, but not limited to, through the streaming over mobile telephone systems and/or the Internet the broadcast television programming in which Plaintiffs own copyrights. Accordingly, Defendants shall pay Plaintiffs \$10,000,000 (US) (hereinafter “Judgment Amount”).

3. Defendants shall be jointly and severally liable for the payment of the Judgment Amount.

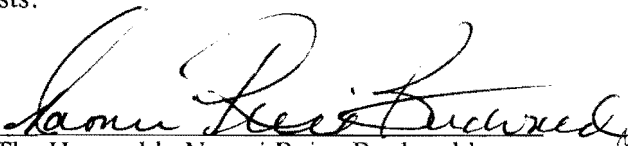
4. Violation of this Stipulated Consent Judgment and Permanent Injunction shall expose Defendants and all other persons bound by this Stipulated Consent Judgment and Permanent Injunction to all applicable penalties, including contempt of Court.

5. All claims and defenses in this action are hereby resolved by this Stipulated Consent Judgment and Permanent Injunction.

6. This Court shall retain continuing jurisdiction over the Parties and the action for purposes of enforcing this Stipulated Consent Judgment and Permanent Injunction and/or enforcing the Parties’ Settlement Agreement.

7. All parties are to bear their own costs.

IT IS SO ORDERED.


The Honorable Naomi Reice Buchwald
United States District Judge

10/7/13